


FILED

DEC 26 2023

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY 
DEPUTY CLERK

Name Earon Drevon Davis
Street Address 1500 67th ST #2410-184
City and County Sacramento Sacramento County
State and Zip Code California 95819
Telephone Number (916)596-8834

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

Earon Drevon Davis

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

ACEF- Martin Folsom LLC

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Complaint for a Civil Case

Case No. 2:23-cv-3000 KJM-DB
(to be filled in by the Clerk's Office) (ps)

Jury Trial: ☐ Yes ☐ No
(check one)

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Earon Drevon Davis</u>
Street Address	<u>1500 67th ST #2410-184</u>
City and County	<u>Sacramento, Sacramento County</u>
State and Zip Code	<u>California 95819</u>
Telephone Number	<u>9165968834</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>ACEF- Martin Folsom LLC</u>
Job or Title (if known)	<u>WEXLER Leasing Office</u>
Street Address	<u>1500 67th ST</u>
City and County	<u>Sacramento</u>
State and Zip Code	<u>CA 95819</u>
Telephone Number	<u></u>

Defendant No. 2

Name	<u></u>
Job or Title (if known)	<u></u>
Street Address	<u></u>
City and County	<u></u>
State and Zip Code	<u></u>
Telephone Number	<u></u>

Defendant No. 3

Name _____
Job or Title _____
(if known) _____
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____

Defendant No. 4

Name _____
Job or Title _____
(if known) _____
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____

II. Basis for Jurisdiction

Federal Courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in Federal Court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same state as any plaintiff.

What is the basis for Federal Court jurisdiction? (*check all that apply*)

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

the Lanham Act 15 U.S.C. § 1125, the Just Compensation Clause of the Fifth Amendment

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* _____, is a citizen of the State of *(name)* _____.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated under the laws of the State of *(name)* _____, and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* _____, is a citizen of the State of *(name)* _____. Or is a citizen of *(foreign nation)* _____.

b. If the defendant is a corporation

The defendant, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

Amount of the infringement violation is \$1,000,000.00

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

I would like to underscore that, in pursuit of a fair resolution, I afforded the defendants ample time to address the outstanding invoice before resorting to the filing of a lien. Despite extended opportunities for settlement, their persistent refusal compelled me to take appropriate legal action in the face of copyright infringement allegations, intricately linked to the ongoing unlawful detainer case. This sequence of events emphasizes the necessity of a comprehensive examination to ensure a just and equitable resolution.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

I am seeking as relief is the amount of the infringement in \$1,000,000.00 plus interest, Emotional Distress \$25,000 and Legal Research \$50,000

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 12-26, 2023.

Signature of Plaintiff

EARON DAVIS

Printed Name of Plaintiff

Earon Drevon Davis

1 Earon Davis
1500 67th ST #2410- Mailbox 184
2 Sacramento CA 95819
Earon.c.davis@gmail.com
3 (916) 596-8834

4 UNITED STATES DISTRICT COURT
5 EASTERN DISTRICT OF CALIFORNIA

6 PLAINTIFF'S NAME, EARON DAVIS

Case No.:

7 Plaintiff,

8 vs.

LEGAL BASIS FOR THIS CASE

9 DEFENDANT'S NAME,

10 ACEF-MARTIN FOLSOM LLC

11 Defendant

12 Your Honor,

13
14 In the matter before this esteemed court, I bring forth reference EDD-110393-CLC, which outlines
15 the legal framework surrounding common law trademark. Drawing a parallel to the well-established legal principles
16 embodied in the Just Compensation Clause of the Fifth Amendment, this reference seeks to articulate a robust
17 foundation for the protection of intellectual property rights, specifically common law trademark.

18
19 As elucidated by the Supreme Court, the Just Compensation Clause embodies a self-executing
20 nature, mandating fair compensation without necessitating additional statutory recognition. In a similar vein, EDD-
21 110393-CLC establishes a self-executing contract/security agreement, invoking specific consequences for
22 unauthorized use of the common law trademarked property. The document posits the notion that, akin to the
23 protection afforded to physical property by the Just Compensation Clause, the principles of just compensation
24 should extend to the realm of intellectual property, particularly common law trademark.

25
26 The crux of this association lies in the recognition of common law trademark as a form of property
27 right, paralleling the protection afforded by the Just Compensation Clause to physical property. The document,
28 aligning itself with the principles enshrined in the Just Compensation Clause, seeks to ensure that trademark owners
LEGAL BASIS FOR THIS CASE - 1

1 are fairly compensated when their intellectual property is impacted by government actions or regulations and abuse
2 from companies, mirroring the concerns addressed by the Just Compensation Clause in the context of physical
3 takings.

4 In presenting EDD-I10393-CLC to this court, it is my humble submission that the document not
5 only establishes a legal basis for the safeguarding of common law trademark but also draws upon well-established
6 constitutional principles to advocate for the just treatment of intellectual property rights in the face of governmental
7 actions or regulations and abuse from companies.

8
9
10 Respectfully submitted,

11 EARON DAVIS

12 TMEaron-Drevon: Davis©

13
14 Dated this 26 of December, 2023.

15
16 
Signature

1 Earon Davis
1500 67th ST #184
2 Sacramento, CA 95819
(916)5968834
3 Earon.c.davis@gmail.com

4 UNITED STATES DISTRICT COURT
5 EASTERN DISTRICT OF CALIFORNIA

6 PLAINTIFF'S NAME, EARON DAVIS

7 Plaintiff,

8 vs.

9 DEFENDANT'S NAME,

10 ACEF-MARTIN FOLSOM LLC

11 Defendant

Case No.:

AFFIDAVIT ASSOCIATED TO CASE

12 Your Honor,

13 I write to inform the court that despite the diligent efforts to engage in a constructive resolution,
14 ACFE-Martin Folsom LCC has unequivocally refused to address the copyright infringement concerns outlined in
15 the referenced correspondence. The refusal to consider an amicable settlement, as expressed in their rejection of
16 payment and the indication to proceed with eviction proceedings, leaves no room for resolution outside legal
17 adjudication.

18
19 In light of this, I must regrettably confirm that I have already file a lien for the full amount
20 specified in the self-executing contract/security agreement, as per the terms outlined in reference EDD-110393-
21 CLC. Additionally, in the pursuit of justice and the protection of intellectual property rights, I will proceed to
22 escalate the matter to federal court hands to address the copyright infringement claim.

23
24 I believe that the court's intervention is necessary to ensure a fair and impartial resolution of this
25 matter. The documented copyright infringement and the subsequent refusal to engage in settlement discussions
26 necessitate legal adjudication to seek the just compensation to which I am entitled under the established contractual
27 framework.

28 AFFIDAVIT ASSOCIATED TO CASE - 1

1
2 I trust that the court will consider the gravity of the copyright infringement claim and adjudicate
3 the matter in accordance with the applicable legal principles. Your guidance and intervention in this matter are
4 earnestly sought to uphold the sanctity of intellectual property rights and to ensure a just outcome.
5

6 Respectfully submitted,

7 EARON DAVIS

8 TMEaron-Drevon: Davis©
9

10 Dated this 26 of December, 2023.
11

12 
13 _____
14 Signature
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Earon Davis

1500 67th ST #2410- Mailbox 184

Sacramento CA 95819

Earon.c.davis@gmail.com

(916)596-8834

ACFE-Martin Folsom LCC

1500 67th ST Leasing Office

Sacramento CA 95819

Subject: Notice to Pay Unauthorized-Use Fees Pursuant to Copyright Notice (EDD-110393-CLC)

Dear Representative,

I hope this letter finds you well. I am writing to address the matter of unauthorized use of the common-law copyright associated with the trade-name/trade-mark EARON DAVIS, held by TMEaron-Drevon: Davis© (hereinafter referred to as the "Secured Party"). The specific details of this copyright are outlined in the notarized document with reference EDD-110393-CLC.

As indicated in the attached document, any use of EARON DAVIS, its derivatives, or variations in spelling, without the prior, express, written consent of the Secured Party, constitutes unauthorized use subject to fees, costs, and triple damages.

This letter serves as a formal notice of the unauthorized use of EARON DAVIS by ACFE-Martin Folsom LCC and demands payment of the unauthorized-use fees as specified in the notarized document. Pursuant to the terms of the Self-executing Contract/Security Agreement, the unauthorized-use fees amount to \$1,000,000.00 (one million dollars) for each occurrence of use.

Please find attached the invoice (hereinafter "Invoice") detailing the unauthorized-use fees. The Secured Party expects full payment within ten (10) days from the date of this notice. Failure to remit payment within the stipulated timeframe will result in a default, triggering the terms outlined in the document, including but not limited to:

1. The immediate transfer of all User's property, pledged as collateral, to the Secured Party.
2. The appointment of the Secured Party as User's Authorized Representative.
3. Secured Party's right to take possession of, and dispose of, User's property, including sale at auction, at the Secured Party's sole discretion, without further notice.


Furthermore, the Secured Party reserves the right to file a UCC Financing Statement and initiate legal proceedings, as outlined in the document, to enforce the contractual obligations.

I urge you to review the attached document (EDD-110393-CLC) and Invoice promptly. Payment should be made payable to the Secured Party in the manner specified in the Invoice.

Thank you for your immediate attention to this matter. Please contact me at [916-596-8834] or earon.c.davis@gmail.com with any questions or concerns.

Sincerely,

Earon Davis

X  _____

[Enclosures: Notarized document (EDD-110393-CLC), Invoice]

Invoice

To:

ACFE-Martin Folsom LCC
1500 67th ST Leasing Office
Sacramento CA 95819

Invoice Number: 888

Reference: EDD-110393-CLC

Description of Services:

Unauthorize use of trademark

Invoice Total: \$1,000,000.00

Payment Instructions:

A check is to be mailed to address 1500 67th ST 2410-mailbox #184
Sacramento CA 95819 listed in your records within 10 business days.

Thank you for your prompt payment.

Sincerely,

Earon-Drevon: Davis

COMMON LAW COPYRIGHT NOTICE

EDD-110393-CLC

COPYRIGHT NOTICE: All rights reserved re common-law copyright of trade-name/trade-mark, **EARON DAVIS** as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark - Common Law Copyright © November 03, 1993-3000 by **™Earon-Drevon: Davis©**.

Said common-law trade-name/trade-mark, **EARON DAVIS**, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of **™Earon-Drevon: Davis©** as signified by the red-ink signature of **™Earon-Drevon: Davis©**, hereinafter "Secured Party."

With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law trade-name/trade-mark **EARON DAVIS**, nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, **EARON DAVIS** without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink.

Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of **EARON DAVIS**, and all such unauthorized use is strictly prohibited.

Secured Party is not now, nor has ever been, an accommodation party, nor a surety, for the purported DEBTOR, i.e. "**EARON DAVIS**," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by DEBTOR, i.e. "**EARON DAVIS**," in Hold Harmless and Indemnity Agreement EDD-110393-HHIA dated June 29, 2023 against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed upon, and incurred by DEBTOR for any and every reason, purpose and/or cause whatsoever.

Take note also that Common Law Copyright is claimed by Secured Party over, including, but not restricted or limited to, all means of personal identification of DEBTOR defined as; all fingerprints, footprints, palm prints, thumbprints, hand-prints, toe-prints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, body parts, organs, hair, teeth, nails, semen, urine, faeces, excrement, other body fluids and matter of any kind, and breath samples, voice-print, retinal image, and the description thereof, and all other corporeal identification factors, and said factors physical counterparts, any and all body tissues of any kind, in any form, and all records and record numbers, including the results, recorded or otherwise, of all and any tests performed on any material relating to DEBTOR, and information pertaining thereto, and any visual image, photographic or electronic, notwithstanding any and all claims to the contrary.

In addition, Creditor retains absolute control and mastery over the property of [his/her] body, mind and mental faculties to the extent that no medications, foods or otherwise may be administered to him without his express consent in written form, using red ink, and freely given in full formal consent.

Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User," consent and agree that any use of **EARON DAVIS** other than Authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law copyrighted property,

contractually binds User, and renders this Copyright Notice a Security Agreement wherein User is DEBTOR and **™Earon-Drevon: Davis©** is Secured Party, and signifies that User:

(1) grants Secured Party a security interest in all User's assets, land, and personal property, and all of User's interest in assets, land, and personal property, in the sum certain amount of **\$1,000,000.00 (one million) dollars** per each occurrence of use of the common-law-copyrighted trade-name/trade-mark **EARON DAVIS**, as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, **EARON DAVIS**, plus costs, plus triple damages;

(2) authenticates this Security Agreement wherein User is DEBTOR and **™Earon-Drevon: Davis©** is Secured Party, and wherein User pledges all of User's assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favour of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

(3) consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing recognized on the public record by the WASHINGTON SECRETARY OF STATE, as well as in any county recorder's office, wherein User is DEBTOR and **™Earon-Drevon: Davis©** is Secured Party;

(4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied

(5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraph's "(3)" and "(4)," as well as the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county recorder's office;

(6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, lawful and binding, and that User will not claim that any such filing is lawful and binding;

(7) waives all defences; and

(8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favour of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

Payment Terms: In accordance with fees for unauthorized use of **EARON DAVIS** as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date invoice is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees.

Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and property pledged as collateral by User, as set forth above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's property and interest, described above in paragraph "(2)," formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property, described above in paragraph "(2)," in the possession of, as well as disposed of by, Secured Party, as Authorized above under "Default Terms," User may cure User's default only re the remainder of User's said former property and interest property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemised in invoice within said twenty (20) day period for curing defaults as set forth under "Terms for Curing Default" authorises Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party, upon expiration of said twenty (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record owner: **TM Earon-Drevon: Davis©** Autograph Common Law Copyright© November 03, 1993-3000.

Unauthorized use of "**TM Earon-Drevon: Davis©**" incurs same unauthorized-use fees as those associated with **EARON DAVIS**, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."

This Copyright Notice includes any and all business names owned by **EARON DAVIS**.

By:

Earon, **TM Earon-Drevon: Davis© (Secured Party Signature)**
Authorized Representative

Signed in the presence of:

Notary Name *Bennis Lantey*

Seal:

SEE ATTACHED FOR
NOTARY FORM

Dated: 24 Day of June 2023

Comm Exp Feb 24, 2024

Signed Signature *See attachment*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 29
day of June, 2023, by Earon Deeron Davis

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to be 'Bennia Lautej', written over a horizontal line.

Common Law Copyright Notice



Earon Davis <earon.c.davis@gmail.com>

Re: #381 ACEF-Martin Folsom LLC v. Earon Davis, Sacramento Superior Court Case #23UD06510

1 message

Earon Davis <earon.c.davis@gmail.com>

Fri, Dec 8, 2023 at 8:03 AM

To: Parabhjeet Dhanda <parabh@realestatelawcorp.com>

Cc: Louis Li <louis.li@assetliving.com>, Denise Macias <Denise.Macias@assetliving.com>

Dear Mr. Dhanda,

I appreciate your prompt response and the attention given to the matter at hand.

It is imperative to clarify that the copyright infringement issue is distinct from the unlawful detainer case. My invocation of copyright infringement stems from the perceived violation of my intellectual property rights. To ensure an equitable and impartial resolution, it is crucial to address these concerns independently.

The correspondence provided serves as notice, explicitly detailing each occurrence, with the initiation of legal proceedings constituting a notable event. Given the unequivocal statements rejecting payment and opting for eviction proceedings, I maintain the right to pursue compensation for copyright infringement.

I am open to engaging in settlement discussions before the specified deadline of December 13, 2023, to explore a mutually agreeable resolution. This timeframe allows for an amicable resolution to be reached before pursuing further legal avenues.

I am open to dialogue, negotiation, or mediation to expedite a resolution in the spirit of cooperation. However, in the absence of a resolution by the aforementioned date, regrettably, I will be compelled to file the lien for the full amount and escalate the matter to federal court to address the copyright infringement claim .

Your timely attention to this matter is appreciated, and I look forward to a constructive dialogue to resolve this issue promptly.

Best regards,

Earon Davis

On Thu, Dec 7, 2023 at 3:20 PM Parabhjeet Dhanda <parabh@realestatelawcorp.com> wrote:

Dear Mr. Davis,

Your correspondence, including the following two attachments: (1) Invoice #888, and (2) Common Law Copyright Notice, are received. Our Client ACEF-Martin Folsom LLC rejects your demand for \$1,000,000.00 at this time.

The unlawful detainer filed in court (Sacramento Superior Court Case No. 23UD06510) was filed as a limited civil case which does not exceed \$10,000.00. Assembly Bill (AB) 2819, codified in California Code of Civil Procedure §§1161.2 and 1167.1., **automatically and permanently seals** all limited unlawful detainer (eviction) actions, unless the landlord prevails at a trial within 60 days of filing the complaint, or within 60 days of the date a default judgment was set aside. Therefore, your claim that your copyright was violated is invalid. Please **withdraw** your invoice and drop your claim otherwise a claim for malicious prosecution may be filed against you.

Thank you for your patience and cooperation at this time. Please don't hesitate to reach out should you have any further questions for me at this time.

Thank you,

Parabhjeet Dhanda, Esq.

Attorney | Real Estate Law Corporation

1001 G Street, Suite 300 | Sacramento, CA 95814

tel. 916.767.0000 | www.realestatelawcorp.com

REAL ESTATE LAW CORPORATION

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From: Real Estate Law Corporation <info@realestatelawcorp.com>

Sent: Monday, December 4, 2023 9:55 AM

To: Parabhjeet Dhanda <parabh@realestatelawcorp.com>

Subject: FW: Notice of Copyright Infringement and Unauthorized Use Fees - Urgent Response Required

Hi Parab,

We received the below notice and attached documents in our info email inbox.

Thank you,

Jade Bell

Legal Assistant | Real Estate Law Corporation

1001 G Street, Suite 300 | Sacramento, CA 95814

tel. 916.767.0000 | www.realestatelawcorp.com

REAL ESTATE LAW CORPORATION

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From: Earon Davis <earon.c.davis@gmail.com>

Sent: Sunday, December 3, 2023 5:21 PM

To: Real Estate Law Corporation <info@realestatelawcorp.com>; Denise Macias <denise.macias@assetliving.com>

Subject: Notice of Copyright Infringement and Unauthorized Use Fees - Urgent Response Required

Dear Parabhjeet Dhanda, Esq

I hope this email finds you well. I am writing to inform you that, as the legal representative of ACFE-Martin Folsom LCC, you are now officially on notice regarding copyright infringement and unauthorized use fees associated with the common-law trade name/trademark "EARON DAVIS."

Today, on December 3, 2023, a hard copy of the document with reference EDD-110393-CLC, outlining the common-law copyright and related terms, was served to a representative of ACFE-Martin Folsom LCC at their leasing office located at 1500 67th ST, Sacramento, CA 95819, between the hours of 10 am - 10:30 am.

Simultaneously, an invoice detailing the unauthorized-use fees, as stipulated in the aforementioned document, has been issued to ACFE-Martin Folsom LCC.

Per the terms outlined in the document, I expect a response to this notice and the issuance of a check covering the unauthorized-use fees within the next 10 days. It is imperative that your client takes immediate action to address this matter to avoid further legal proceedings.

Please treat this communication with the urgency it deserves. Failure to comply with the terms specified in the document may result in legal action being pursued to enforce my rights.

If you have any questions or require additional information, please do not hesitate to contact me directly. Included are the copyright notice and invoice I served today.

Thank you for your prompt attention to this matter.

Sincerely,

Earon Davis

(916)-596-8834

earon.c.davis@gmail.com

This email has been scanned for spam and viruses. [Click here](#) to report this email as spam.

You don't often get email from earon.c.davis@gmail.com. Learn why this is important

Dear Denise,

I hope this message finds you well. I wanted to thank you for your prompt notification regarding the outstanding balance of \$801.90 for my rent. I apologize for any inconvenience this may have caused.

I want to assure you that I take my financial responsibilities seriously, and I am committed to settling this outstanding balance as soon as possible. I understand that certified funds are required, and I appreciate your clarification on this matter.

I would like to inform you that I will have certified funds available to cover the outstanding balance on September 21, 2023. On that date, I will visit the front desk and submit a cashier's check made out to ACEF MARTIN FOLSOM LLC with the memo including my full name and unit number, as per your instructions.


If you have any further questions or concerns in the meantime, please do not hesitate to reach out to me at (916)596-8834 or via email. I value the professionalism of the Wexler team, and I am committed to resolving this matter promptly.

Once again, I apologize for any inconvenience, and thank you for your understanding. I look forward to settling this balance on September 21, 2023.

Warm regards,

Earon Davis

On Wed, Sep 6, 2023 at 1:20 PM <Wexler@assetliving.com> wrote:

 Image removed by sender.

Hi Earon,

Leasing Agent

wexler@assetliving.com

www.wexlerliving.com

1500 67th Street Sacramento, CA 95819

From: Wexler <Wexler@AssetLiving.com>
Sent: Wednesday, September 6, 2023 3:39 PM
To: Earon Davis <earon.c.davis@gmail.com>
Subject: Re: Urgent - Avoid 3 Day Notice

Hi Earon,

Thank you for contacting us. I'll go ahead and send the message over to Denise. If you have questions later on, I kindly ask that you please redirect your emails to Denise's email:

denise.macias@assetliving.com

Call us at 9164003499 if you need anything at all!

Best,



Beatrice S.

Leasing Agent

wexler@assetliving.com

www.wexlerliving.com

1500 67th Street Sacramento, CA 95819

From: Earon Davis <earon.c.davis@gmail.com>
Sent: Wednesday, September 6, 2023 3:29 PM
To: Wexler <Wexler@AssetLiving.com>
Subject: Re: Urgent - Avoid 3 Day Notice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Earon Davis <earon.c.davis@gmail.com>

Re: Urgent - Avoid 3 Day Notice

2 messages

Denise Macias <Denise.Macias@assetliving.com>

Thu, Sep 7, 2023 at 9:45 AM

To: Earon Davis <earon.c.davis@gmail.com>

Hi Earon,

Unfortunately, the balance will need to be paid within the 3 Day Notice that we will be posting today. We are unable to accept payment on September 21st, 2023, because of rent being due on the 1st of September.

Regards,



Denise Macias

Account Manager

denise.macias@assetliving.com

www.wexlerliving.com

From: Wexler <Wexler@AssetLiving.com>
Date: Wednesday, September 6, 2023 at 3:39 PM
To: Denise Macias <Denise.Macias@AssetLiving.com>
Subject: Fw: Urgent - Avoid 3 Day Notice

